

**JFS HOLDINGS, INC.  
368 MERLIN ROAD  
PHOENIXVILLE, PA 19460**

November 15, 2005

David E. Matlusky, Esq.  
The Matlusky Firm  
1423 N. Harrison Street  
1<sup>st</sup> Floor  
Wilmington, DE 19806

**Re: Case No. 1:05-cv-00709-SLR**

Dear Mr. Matlusky:

I received your letter of November 1, 2005 and would like to provide you with some additional information. To begin, I am an attorney (Widener '91) however I no longer practice law nor am I licensed to practice in the State of Delaware. As a result, I will be representing JFS Holdings, Inc., on a pro-se basis.

Second, your client's demand for a personal guarantee in order to assign the Lease is not acceptable. I submit to you that when you research this issue you will find that your client is in breach of the Lease and is not entitled to any additional security when an assignment is requested. Keep in mind that your client presently has nothing more than a lease with my client which does not include a personal guarantee or any other additional security of any kind. As a result, when an assignment is requested the case law dictates that he is not entitled to receive anything more than a replacement tenant under the Lease.

Irrespective, my client has recently received an offer to purchase the Laundromat from DRE Properties, LLC which it would like to accept. However, the sale is contingent on the landlord's consent to the assignment of the Lease. While DRE does hold some real estate (and will be purchasing the Laundromat for cash) its principal, Dennis Vieira has agreed to sign a personal guarantee to further secure DRE's obligations under the Lease. In this regard, I am attaching your client's Rental Application that has been completed by Mr. Vieira along with my client's check in the amount of \$40.00 to cover the cost of having a credit check performed.

If after the credit check is performed it is demonstrated that Mr. Vieira's credit is within acceptable limits (I would request a copy since my client is paying for it) then I would request that your client consent to the assignment of the Lease to DRE together with a personal guarantee from Mr. Vieira. In return, my client would receive a full